

Michael W. Bien, Esq. (CSB #96891)
Blake Thompson, Esq. (CSB #255600)
Rosen, Bien & Galvan, LLP
315 Montgomery Street, Tenth Floor
San Francisco, CA 94104
Telephone: 415-433-6830
Fax: 415-433-7104
E-Mail: mbien@rbg-law.com
bthompson@rbg-law.com

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

| | | |
|--|---|----------------------------------|
| |) | CASE NO. 5:10-cv-05825-EJD (PSG) |
| NARCIZO ZAVALA GUILLEN AKA NARCISO ZAVALA GUILLEN, |) | |
| Plaintiff, |) | STIPULATION AND |
| |) | PROTECTIVE |
| vs. |) | ORDER |
| |) | |
| BANK OF AMERICA CORPORATION; |) | |
| EXPERIAN INFORMATION SOLUTIONS, INC.; |) | |
| TRANS UNION, LLC, CORELOGIC CREDCO, |) | |
| LLC, f/k/a First American Credco division of First |) | Honorable Edward J. Davila |
| American Real Estate Solutions, LLC; SRA |) | |
| ASSOCIATES, INC.; and DOES 1-10; |) | |
| EQUIFAX INFORMATION SERVICES, LLC, |) | |
| Defendants. |) | |

Page 1 of 18

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production
3 of confidential, proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be
5 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the
6 following Stipulated Protective Order.¹ The parties acknowledge that this Order does not
7 confer blanket protections on all disclosures or responses to discovery and that the protection it
8 affords from public disclosure and use extends only to the limited information or items that are
9 entitled to confidential treatment under the applicable legal principles. The parties further
10 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not
11 entitle them to file confidential information under seal; Civil Local Rule 79-5 and General
12 Order No. 62 sets forth the procedures that must be followed and the standards that will be
13 applied when a party seeks permission from the Court to file material under seal.

14 2. DEFINITIONS

15 2.1 Challenging Party: a Party or Non-Party that challenges the designation
16 of information or items under this Order.

17 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
18 how it is generated, stored or maintained) or tangible things that qualify for protection under
19 Federal Rule of Civil Procedure 26(c).

20 2.3 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
21 Items: extremely sensitive “Confidential Information or Items” whose disclosure to another
22 Party or non-party would create a substantial risk of serious injury that could not be avoided by
23 less restrictive means. Counsel shall not designate discovery materials as “Confidential –
24 Attorneys’ Eyes Only” without first making a good faith determination that protection is
25 warranted.

26 2.4 Counsel (without qualifier): Outside Counsel of Record and House
27 _____

28 ¹ This Stipulated Protective Order is based on the Northern District of California’s Model Protective Order.

1 Counsel (as well as their support staff).

2 2.5 Designating Party: a Party or Non-Party that designates information or
3 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or
4 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

5 2.6 Disclosure or Discovery Material: all items or information, regardless of
6 the medium or manner in which it is generated, stored, or maintained (including, among other
7 things, testimony, transcripts, and tangible things), that are produced or generated in
8 disclosures or responses to discovery in this matter.

9 2.7 Expert: a person with specialized knowledge or experience in a matter
10 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert
11 witness or as a consultant in this action.

12 2.8 House Counsel: attorneys who are employees of a party to this action.
13 House Counsel does not include Outside Counsel of Record or any other outside counsel.

14 2.9 Non-Party: any natural person, partnership, corporation, association, or
15 other legal entity not named as a Party to this action.

16 2.10 Outside Counsel of Record: attorneys who are not employees of a party
17 to this action but are retained to represent or advise a party to this action and have appeared in
18 this action on behalf of that party or are affiliated with a law firm which has appeared on behalf
19 of that party.

20 2.11 Party: any party to this action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their support
22 staffs).

23 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this action.

25 2.13 Professional Vendors: persons or entities that provide litigation support
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations,
27 and organizing, storing, or retrieving data in any form or medium) and their employees and
28 subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulation and Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to the Designating Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a Court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection:

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify - so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, the Designating Party must promptly notify all other Parties that it is withdrawing the mistaken designation.

5.2 Manner and Timing of Designations: Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for each portion, the level of protection being asserted (either "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY").

A Party or Non-Party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated

1 which material it would like copied and produced. During the inspection and before the
2 designation, all of the material made available for inspection shall be deemed
3 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
4 inspecting Party has identified the documents it wants copied and produced, the Producing
5 Party must determine which documents, or portions thereof, qualify for protection under this
6 Order. Then, before producing the specified documents, the Producing Party must affix the
7 appropriate legend (“CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY”) to each page that contains Protected Material. If only a portion or portions of the
9 material on a page qualifies for protection, the Producing Party also must clearly identify the
10 protected portion(s) (e.g., by making appropriate markings in the margins) and must specify,
11 for each portion, the level of protection being asserted (either “CONFIDENTIAL” or
12 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

13 (b) for testimony given in deposition or in other pretrial or trial proceedings,
14 that contains confidential information, such may be designated “CONFIDENTIAL” or
15 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and thereby obtain the protections
16 accorded other “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
17 information. Confidentiality designations for depositions or in other pretrial or trial
18 proceedings shall be made either on the record or by written notice to the other Party within 45
19 days of receipt of the transcript. Unless otherwise agreed, depositions or other pretrial or trial
20 proceedings shall be treated as “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” during the
21 45-day period following receipt of the transcript. The deposition of any witness or other
22 pretrial or trial proceedings (or any portion of such deposition or other pretrial or trial
23 proceedings) that encompasses “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’
24 EYES ONLY” information shall be taken only in the presence of persons who are qualified to
25 have access to such information.

26 Transcript pages containing Protected Material must be separately bound by the
27 court reporter, who must affix to the top of each such page the legend “CONFIDENTIAL” or
28 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” as instructed by the Party or non-party

1 offering or sponsoring the witness or presenting the testimony.

2 (c) for information produced in some form other than documentary and for
 3 any other tangible items, that the Producing Party affix in a prominent place on the exterior of
 4 the container or containers in which the information or item is stored the legend
 5 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a
 6 portion or portions of the information or item warrant protection, the Producing Party, to the
 7 extent practicable, shall identify the protected portion(s), specifying whether they qualify as
 8 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

9 5.3 Inadvertent Failures to Designate: If timely corrected, an inadvertent
 10 failure to designate qualified information or items as “CONFIDENTIAL” or
 11 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” does not, standing alone, waive the
 12 Designating Party’s right to secure protection under this Order for such material. Upon timely
 13 written correction of a designation, the Receiving Party must make reasonable efforts to assure
 14 that the material is treated in accordance with the provisions of this Order.

15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges: Any Party or Non-Party may challenge a
 17 designation of confidentiality at any time. Unless a prompt challenge to a Designating Party’s
 18 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
 19 unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party
 20 does not waive its right to challenge a confidentiality designation by electing not to mount a
 21 challenge promptly after the original designation is disclosed.

22 6.2 Meet and Confer: A Challenging Party that elects to initiate a challenge
 23 to a Designating Party’s confidentiality designation must do so in good faith. The Challenging
 24 Party shall initiate the dispute resolution process by providing written notice of each
 25 designation it is challenging and describing the basis for each challenge. To avoid ambiguity
 26 as to whether a challenge has been made, the written notice must recite that the challenge to
 27 confidentiality is being made in accordance with this specific paragraph of the Protective
 28 Order. The parties shall attempt to resolve each challenge in good faith and must begin the

1 process by conferring directly or in writing within 21 days of the date of service of notice. In
2 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
3 designation was not proper and must give the Designating Party an opportunity to review the
4 designated material, to reconsider the circumstances, and, if no change in designation is
5 offered, to explain the basis for the chosen designation. A Challenging Party may proceed to
6 the next stage of the challenge process only if it has engaged in this meet and confer process
7 first or establishes that the Designating Party is unwilling to participate in the meet and confer
8 process.

9 6.3 Judicial Intervention: If the Parties cannot resolve a challenge without
10 Court intervention, the Designating Party shall file and serve a motion to retain confidentiality
11 under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, and General Order
12 No. 62, if applicable) within 28 days of the initial notice of challenge or within 14 days of the
13 parties agreeing that the meet and confer process will not resolve their dispute, whichever is
14 later. Each such motion must be accompanied by a competent declaration affirming that the
15 movant has complied with the meet and confer requirements imposed in the preceding
16 paragraph. Failure by the Designating Party to make such a motion including the required
17 declaration within 28 days (or 14 days, if applicable) shall automatically waive the
18 confidentiality designation for each challenged designation. In addition, the Challenging Party
19 may file a motion challenging a confidentiality designation at any time if there is good cause
20 for doing so, including a challenge to the designation of a deposition transcript or any portions
21 thereof. Any motion brought pursuant to this provision must be accompanied by a competent
22 declaration affirming that the movant has complied with the meet and confer requirements
23 imposed by the preceding paragraph.

24 The burden of persuasion in any such challenge proceeding shall be on the
25 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to
26 harass or impose unnecessary expenses and burdens on other parties) may expose the
27 Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality
28 designation by failing to file a motion to retain confidentiality as described above, all parties

1 shall continue to afford the material in question the level of protection to which it is entitled
2 under the Producing Party's designation until the Court rules on the challenge..

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles: A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a Non-Party in connection with this case only for
6 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be
7 disclosed only to the categories of persons and under the conditions described in this Order.
8 When the litigation has been terminated, a Receiving Party must comply with the provisions of
9 section 13 below (FINAL DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a
11 location and in a secure manner that ensures that access is limited to the persons authorized
12 under this Order.

13 7.2 Disclosure of "CONFIDENTIAL" Information or Items: Unless
14 otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving
15 Party may disclose any information or item designated "CONFIDENTIAL" only to:

16 (a) the Receiving Party's Outside Counsel of Record in this action, as well
17 as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose
18 the information for this litigation;

19 (b) the officers, directors, and employees (including House Counsel) of the
20 Receiving Party to whom disclosure is reasonably necessary for this litigation;

21 (c) Experts (as defined in this Order) of the Receiving Party to whom
22 disclosure is reasonably necessary for this litigation and who have signed the
23 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

24 (d) the Court and its personnel;

25 (e) Court Reporters and their staff, professional jury or trial consultants,
26 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this
27 litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
28 A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise covered in subparagraphs 7.2(a)-(e), or agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the Court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or any information contained in, or derived from any such materials (including but not limited to, all deposition testimony that refers, reflects or otherwise discusses any information designated confidential hereunder) only to:

(a) the Receiving Party’s Outside Counsel of record in this action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation and who signed the “Acknowledgement And Agreement To Be Bound” that is attached hereto as Exhibit A;

(b) Experts (as defined in this Order) (1) whom disclosure is reasonably necessary for this litigation, and (2) who have signed the “Acknowledgement and Agreement To Be Bound” (Exhibit A).

(c) the Court and its personnel;

(d) court reporters, their staffs, and professional vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgement and Agreement To Be Bound.” (Exhibit A); and

(e) the author of the document or the original source of the information.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
 2 OTHER LITIGATION

3 If a Party is served with a subpoena or a Court order issued in other litigation
 4 that compels disclosure of any information or items designated in this action as
 5 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification shall
 7 include a copy of the subpoena or Court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to
 9 issue in the other litigation that some or all of the material covered by the subpoena or order is
 10 subject to this Protective Order. Such notification shall include a copy of this Stipulated
 11 Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued
 13 by the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with
 15 the subpoena or Court order shall not produce any information designated in this action as
 16 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” before a
 17 determination by the Court from which the subpoena or order issued, unless the Party has
 18 obtained the Designating Party’s permission. The Designating Party shall bear the burden and
 19 expense of seeking protection in that Court of its confidential material - and nothing in these
 20 provisions should be construed as authorizing or encouraging a Receiving Party in this action
 21 to disobey a lawful directive from another Court.

22 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
 23 IN THIS LITIGATION

24 (a) The terms of this Order are applicable to information produced by a
 25 Non-Party in this action and designated as “CONFIDENTIAL” or “CONFIDENTIAL –
 26 ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in connection
 27 with this litigation is protected by the remedies and relief provided by this Order. Nothing in
 28 these provisions should be construed as prohibiting a Non-Party from seeking additional

1 protections.

2 (b) In the event that a Party is required, by a valid discovery request, to
3 produce a Non-Party's confidential information in its possession, and the Party is subject to an
4 agreement with the Non-Party not to produce the Non-Party's confidential information, then
5 the Party shall:

6 1. promptly notify in writing the Requesting Party and the Non-
7 Party that some or all of the information requested is subject to a confidentiality agreement
8 with a Non-Party;

9 2. promptly provide the Non-Party with a copy of the Stipulated
10 Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific
11 description of the information requested; and

12 3. make the information requested available for inspection by the
13 Non-Party.

14 (c) If the Non-Party fails to object or seek a protective order from this Court
15 within 14 days of receiving the notice and accompanying information, the Receiving Party may
16 produce the Non-Party's confidential information responsive to the discovery request. If the
17 Non-Party timely seeks a protective order, the Receiving Party shall not produce any
18 information in its possession or control that is subject to the confidentiality agreement with the
19 Non-Party before a determination by the Court.² Absent a Court order to the contrary, the
20 Non-Party shall bear the burden and expense of seeking protection in this Court of its Protected
21 Material.

22 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

23 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
24 Protected Material to any person or in any circumstance not authorized under this Stipulated
25 Protective Order, the Receiving Party must immediately (a) notify in writing the Designating
26 _____

27 ² The purpose of this provision is to alert the interested parties to the existence of confidentiality
28 rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality
interests in this Court.

1 Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies
2 of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures
3 were made of all the terms of this Order, and (d) request such person or persons to execute the
4 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain
8 inadvertently produced material is subject to a claim of privilege or other protection, the
9 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
10 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established
11 in an e-discovery order that provides for production without prior privilege review. Pursuant to
12 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect
13 of disclosure of a communication or information covered by the attorney-client privilege or
14 work product protection, the parties may incorporate their agreement in the stipulated
15 protective order submitted to the Court.

16 12. MISCELLANEOUS

17 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
18 person to seek its modification by the Court in the future.

19 12.2 Right to Assert Other Objections. By stipulating to the entry of this
20 Protective Order no Party waives any right it otherwise would have to object to disclosing or
21 producing any information or item on any ground not addressed in this Stipulated Protective
22 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any
23 of the material covered by this Protective Order.

24 12.3 Filing Protected Material. Without written permission from the
25 Designating Party or a Court order secured after appropriate notice to all interested persons, a
26 Party may not file in the public record in this action any Protected Material. A Party that seeks
27 to file under seal any Protected Material must comply with Civil Local Rule 79-5 and General
28 Order No. 62. Protected Material may only be filed under seal pursuant to a Court order

authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5 and General Order No. 62, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 79-5(d), (see also General Order No. 62 ¶ 4), is denied by the Court, then the Receiving Party may file the information in the public record pursuant to Civil Local Rule 79-5(e), (see also General Order No. 62 ¶ 4), unless otherwise instructed by the Court.

12.4 Modification of Protective Order. Any Party may apply to the Court for a modification of this Protective Order, and nothing in this Protective Order shall be construed to prevent a Party from seeking such further provisions enhancing or limiting confidentiality as may be appropriate.

12.5 Waiver. No action taken in accordance with this Protective Order shall be construed as a waiver of any claim or defense in the action or of any position as to discoverability or admissibility of evidence. Neither the entry of this Order nor the designation of any information as "Confidential," nor the failure to make such designation, shall constitute evidence with respect to any issue in this action.

13. FINAL DISPOSITION. Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all

pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION), above.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: June 20, 2011

/s/ Karen B. Reisinger

Karen B. Reisinger, Esq. (IN #21795-49)

(Admitted *Pro Hac Vice*)

Terri R. Brown, Esq. (IN #26279-49)

(Admitted *Pro Hac Vice*)

Schuckit & Associates, P.C.

4545 Northwestern Drive

Zionsville, IN 46077

Telephone: (317) 363-2400

Fax: (317) 363-2257

E-Mail: kreisinger@schuckitlaw.com

E-Mail: tbrown@schuckitlaw.com

Lead Counsel for Defendant Trans Union, LLC

DATED: June 17, 2011

/s/ Balam O. Letona (with consent)

Balám O. Letona, Esq. (Cal. Bar No. 229642)

Law Office of Balám O. Letona, Inc.

55 River Street, Ste. 220

Santa Cruz, CA 95060

Telephone: (831) 421-0200

Fax: (831) 421-0400

E-Mail: letonalaw@gmail.com

Counsel for Plaintiff: Narcizo Zavala Guillen

1
2 DATED: June 17, 2011

/s/ Ronald Wilcox (with consent)

Ronald Wilcox, Esq. (Cal. Bar No. 176601)
LAW OFFICE OF RONALD WILCOX
1900 The Alameda, Ste. 530
San José, CA 95126
Telephone: (408) 296-0400
Fax: (408) 296-0486
E-Mail: ronaldwilcox@post.harvard.edu

Counsel for Plaintiff: Narcizo Zavala Guillen

9
10 DATED: June 17, 2011

/s/ Ryan Woodson (with consent)

Sanford Philip Shatz, Esq.
Ryan Woodson, Esq.
Severson & Werson
19100 Von Karman Avenue, Suite 700
Irvine, CA 92612
Telephone: (949) 442-7110
Fax: (949) 442-7118
E-Mail: sps@severson.com

Lead Counsel for Defendant Bank of America Corp.

17
18 DATED: June 17, 2011

/s/ Michael Tedder Scott (with consent)

Michael Tedder Scott, Esq.
Jones Day
555 California Street
26th Floor
San Francisco, CA 94104-1500
Telephone: (415) 626-3939
Fax: (415) 875-5700
E-Mail: michaelscott@jonesday.com

Lead Counsel for Defendant Experian Information Solutions, Inc.

1
2 DATED: June 17, 2011

/s/ Edward Egan Smith (with consent)

3 Edward Egan Smith, Esq.
4 Steyer Lowenthal Boodrookas Alvarez & Smith,
LLP
5 One California Street
6 Third Floor
7 San Francisco, CA 94111
Telephone: (415) 421-3400
Fax: (415) 421-2234

8 *Counsel for Corelogic Credco, LLC f/k/a First*
9 *American Credo division of First American Real*
10 *Estate Solutions, LLC*

11 DATED: June 17, 2011

/s/ Stephanie Cope (with consent)

12 Stephanie Cope, Esq.
13 (Admitted *Pro Hac Vice*)
14 King and Spalding LLP
15 1180 Peachtree Street
Atlanta, GA 30309
Telephone: (404) 215-5908
Fax: (404) 572-5100
E-Mail: scope@kslaw.com

17 *Lead Counsel for Equifax Information Services,*
18 *LLC*

19
20 PURSUANT TO STIPULATION, IT IS SO ORDERED.

21
22 DATED: June 22, 2011


23 PAUL S. GREWAL
24 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of [print or type full address], _____ declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Northern District of California on [date] in the case of Narcizo Zavala Guillen aka Narciso Zavala Guillen vs. Bank of America Corporation, et. al., Case No. 5:10-cv-05825-EJD. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

[printed name]

Signature: _____

[signature]